

GLENN ROYCE FAVRE,

Claimant,

-versus-

OLD REPUBLIC NATIONAL TITLE  
Defendant,

Adversary Proceeding No: 09

Case No.: 08-85264 - mhm REGINA THOMAS,  
CLERK

Judge Honorable Margaret Murphy

BY *Heather Dillard*  
DEPUTY CLERK

09-9075

COMPLAINT

Glenn R Favre ("Plaintiff") hereby files this Complaint for all CONSUMER RELATED FINANCIAL PROTECTION VIOLATIONS, this "EXECUTORY CONTRACTS AND EXPIRED" lease was my home. Negligently sold to me as a mortgage without full-disclosure, under TILA, RESPA, and REG Z. Upon filing Chapter 7, It was uncovered and the Bear and Stearns ALT-A Land Trust Pass thru Certificate was underlying the 1st non-disclosed builder/ lender loan closed and insured by non-disclosure of LPMI and PMI using UCC Plus perfecting and securitizing the "purchasers" interest in said properties and guarantees foreclosure in 30 days or less as I am only a nominal payer on what constitutes a Usury High Interest Payday Loan violating HOWPA, Consumer Financial Protection Agency and I can only refer to Scott Mac Donald v. SunTrust Mortgage, Inc. as the claim to mirror here as it is the same insurance, underwriters, investment bankers, brokers, dealers, and attorneys who created the systemic risk our nation averted. The property was a builder lender loan with STIS STI GS WITH GS AND STRH CREATING CDO/CMO SUCH AS MY INVESTMENTS ALSO LOST EXVEPT FOR TH TITLES TO WHICH I, GLENN ROYCE FAVRE HUMBLY REQUEST THAT THE HONORABLE JUDGE MARGARET MURPHY ISSUE A WRIT OF EXECUTION TO OBTAIN THE ONE ASSET I HAVE NEVER TAKEN POSSESSION OF, 1914 E. COUMBUS, SEIZE THE PROPERTY. PLEASE AWARD ME THE DAMAGES AS A OF EVERY VIOLATIONS COVERED TO THE MAXIMUM STATE AND FEDERAL LIMITES ALLOWED UNDER THE RESPONSIBILITIES AND DISCLOSURES ACT OF 2009,

THE, FERA, FCA, HOPE AND THE ENTIRE BILL NOW EFFECTIVE SEPTEMBER 14, 2009, A DAY OF REMEMBRANCE. AND THE BILL TO BE A THREE PART "ACT" REGULATING INSURANCE COMPANIES UNDERWRITERS ETC. AND THE PROVIDING THE CONSUMER FINANCIAL PROTECTION AGENCY THE POWER TO PREEMPT THAT SAME SYSTEMIC RISK WE ALMOST FACED IN 2010. MY THANK TO DALE CAPELUTO FOR ALL OF THE WORK AND FIGHT TO SAVE US ALL. GOD BLESS THE UNITED STATES OF AMERICA AND THE HONORABLE COURTS MARGARET MURPHY, THE WHITE HOUSE, AND ALL OF THE HOMEOWNERS THAT ARE NOT ATTORNEY'S PRACTICING LAW AND DIDN'T UNDERSTAND WHY THEY LOST THEIR HOME, IN THE SUB-PRIME. I ASK THIS HONORABLE COURT TO ISSUE THE REVERSE CIVIL FALSE CLAIMS ACT TO RECOVER THOSE WHO LOST EVERYTHING AND DIDN'T UTTER THE WORD "NON-DISCLOSURE". YET WAS FORCED TO BAIL OUT CORPORATE AMERICA'S FAILURE TO FOLLOW FEDERAL DEPOSITS INSURANCE CORPORATION AND THE FEDERAL RESERVE SYSTEMS GUIDANCE, IN SR-07 SR-06 ALL PREMEDITATED TO UNJUSTLY ENRICH THEMSELVES SUCH AS ENRON, TYCO USING PENSIONS AND MUNICIPALS AS THE SOURCES. THE FORMER FTC WILL NOW GOVERN PREEMPTION OR ANY VIOLATION AS SUCH THAT OCCUR. COMPLAINTS VIOLATED BY MORTGAGE BROKER, DEALERS, ORIGINATORS, SERVICES AND UNLAWFUL COLLECTION OF EXECUTORY CONTRACTS AND LEASES WITHOUT DISCLOSURE. I AMY RECIND TO THE DATE OF TRANSFER, AND REFER IT TO THE FORMER "COMMISSION" NOW REFERRED TO AS THE "AGENCY", MORTGAGES. SEE 6240 LAKEVIEW COURT, UNDER THE, against OLD REPUBLIC FOR BAD FAITH AND NON-DISCLOSURE, PATTERN PRACTICE IN A CLASS ACTION. 1% OF CREDITORS NET WORTH.;

### **PARTIES**

1

Plaintiff is and individual under the protection of this Honorable Court and the rulings of the Honorable Judge Margaret Murphy, which resides in this Jurisdiction.

Defendant, OLD REPUBLIC IS DULY LICENCESED IN THE STATE OF GEORGIA AND IS REGISTERED TO SELL TITLE MORTGAGE INSURANCE.

Jurisdiction and venue are proper in this court under the facts and circumstances set forth herein which include defendant's residence with in the Northern District of Georgia.

#### Unfair Deceptive Trades

#### Pattern Practices and Trade

Plaintiff claims an enforceable promise existed between the parties because plaintiff justifiably relied on such protections as provided under PMI and a promise made by the defendant. The plaintiff has the burden of proving :

[1] OLD RESPUBLICs nondisclosure of an additional source of funding or "investor" was never disclosed or had security interest. To date no disclosure.

[2] The closing on 1/24/2004 TIL is unsigned and is significantly beyond consumer lending limits and violates credit and lending practices, usury, and is on a speculative -450 values by the builder and lender unapproved appraiser that AUS sent to Freddie Mac on closing without due diligence. The 387K home is only worth \$68K

[3] OLD REPUBLIC IS THE INSURANCE COMPANY WHO IS REPSONSILBE FOR VIOLATING THE CAPTIVE REINSURANCE ANNUNITY HEDGE FUND PRODUCT THAT MAKE UP THE COUNTIRES SECURITEIS CDO/CMO FREELY TRANSFERRED THRU MEMBERSHIP OF MERS.

[4] Glenn Favre was damaged because He relied on OLD REPUBLIC TO PROTECT HIM REGARDING THE FLORIDA INVESTMENTS AS THE SAME FIRM IS THE RECAPTIVE REINSURER SOLD TO AIG. NOW, GENWORTH FINANCIAL AND GENSPRING LPMI AND PMI NON-DISCLSOED ON THE FIRST LIEN LOAN.

[6] As a result, the Plaintiff has had to retain counsel, file for protection under 11 USC Chapter 7, and this HONORABLE COURTS PROTECTION OF THE AUTOMATIC STAY 362 (b), forced to close his business, been foreclosed upon his primary residence, lost his personnel transportation, investments and all savings in an attempt to fight by the side of the United States of America in cleaning the corporate Graft and Greed that has plagued our country since OCC c. Cuomo. My legacy is to never believe that the regulators are protecting, and letting this happen. Corporate America WILL NOT USE MY TAX DOLLARS TO SUE ME TO FORCE ME O BANKRUPTCY BEFORE WHERE I AM FACED, NINE MONTHS OF EMOTIONAL, FINANIAL POST TRAUMATIC STRESS, TO SAVE THE U.S.A. THEN I HAVE ACCOMPLISHED STOPPING BANKS FROM STEALING LAND, HOMES USING CONTRACT TORT CIVIL FALSE CLAIMS. FOR THIS, I ASK THAT THE REX HOME BE DONATED TO RONALD MAC DONALD HOMES FOR ME RESTORE AND GRANT ME ALL THE DAMAGES PUNITIVE TREBLE, COMPENSATORY, FOR THE INTENTIONAL EMOTIONAL NEGLIENT, TO INFLICT THE SAME HARM ON THOWE WHO SUFFERED IN SEPTEMBER 911,2001 WITHOUT DISLCOSURE.5

**WHEREFORE**, Claimant requests and prays that this Honorable Court and that of the Honorable Margaret Murphy:

(a) grant Plaintiff a judgment against the Defendant for the amount fully allowed that this court deems just and necessary.

(b) grant Plaintiff a reversal of the voluntary petition of Claimants Chapter 7 filed December 9, 2008.

(c) grant all other relief deems just and necessary

(d) request that Defendant's litigious actions be forwarded to the Proper State and Federal authorities for Criminal Prosecution as the Honorable Judge Margaret Murphy deems just roper.

Respectfully submitted this 16th day of October, 2009



Glenn R Favre Claimant

110 South Columbia Driv#11  
Dectur, Georgia 30030

4043731137

## ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

LENDER: SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE CORPORATION Date: 02/12/04

PURCHASER/BORROWER: GLENN FAVRE

SELLER: LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.

PROPERTY ADDRESS: 6240 LAKEVIEW COURT, REX, GA 30273

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Statement, and each acknowledges receipt of a copy of same. Purchaser acknowledges receipt of a copy of the Truth in Lending Disclosures, if any, prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances; if any deficiency occurs, Seller shall promptly remit the same to the settlement agent.

If the proration of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills, Purchaser and Seller agree to adjust the prorations shown on the Settlement Statement between themselves when current actual bills are received. The payment of all outstanding taxes and assessments not paid at settlement are assumed by Purchaser. The tax digest for some counties and municipalities has not been approved by the State. Purchaser and Seller understand and acknowledge there may be additional real property taxes resulting from increased or amended assessments and agree to adjust the proration of taxes between themselves upon rebilling. Purchaser and Seller hereby release The Law Office of Trey Inman from any liability or obligation relating thereto.

Purchaser and Seller acknowledge that settlement agent and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Purchaser hereby acknowledges that a real property tax return and application for homestead exemption is required by law and is to be filed with the county tax collector in which the property lies, between January 1 and March 31 of the year immediately following settlement and that such filings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Warranty Deed.

## BORROWER'S MONTHLY PAYMENT:

Principal and Interest	\$	642.04
Hazard Insurance		45.42
State and County Taxes		110.75
City Taxes		0
FHA MIP or PMI		64.78
Other		0

TOTAL: \$ 862.99

## FIRST PAYMENT DUE:

April 1st, 2004

## Payments made to:

SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE

5775-C GLENRIDGE DR., STE. 200

ATLANTA, GA 30328

  
LEGACY COMMUNITIES OF ELLENWOOD PARK,  
L.L.C.

SELLER

GLENN FAVRE By LORETTA D. FAVRE  
GLENN FAVRE

PURCHASER/BORROWER

AS ATTORNEY IN FACT

SELLER

SELLER

PURCHASER/BORROWER

SELLER

PURCHASER/BORROWER

TREY INMAN &amp; ASSOCIATES, P.C.

BY:   
Settlement Agent

Harry Norman  
Blair Dem  
ALT  
A

**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 137 OF THE 12TH DISTRICT, CLAYTON COUNTY, GEORGIA, BEING LOT 15, ELLENWOOD VILLAGE, UNIT 1, AS PER PLAT RECORDED IN PLAT BOOK 34, PAGES 183-189, CLAYTON COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN AND MADE REFERENCE HERETO.**

*G.F.B.K.F.*

**GLENN FAVRE  
6245 LAKEVIEW  
3 DAY NOTICE**

**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 137 OF THE 12TH DISTRICT, CLAYTON COUNTY, GEORGIA, BEING LOT 15, ELLENWOOD VILLAGE, UNIT 1, AS PER PLAT RECORDED IN PLAT BOOK 34, PAGES 183-189, CLAYTON COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN AND MADE REFERENCE HERETO.**

*G.F. FAYRE*

Under The Responsibilities and Disclosures Act 2009 and Omnibus Act of 2009, I GLENN R. FAYRE, hereby exercise my 3 day right to rescind the non-disclosed consumer credit contract on 9/3/2009. Response Due in 20  
Calendar Days, 9/25/2009  
SEE NATURE OF CLAIM AND RELIEF SOUGHT  
404-822-3031  
GLENN R. FAYRE SUNTRUST MORTGAGE INC. LOAN NO: AP # FAYRE 0030951479 LN#00300951479 6240 LAKEVIEW CT, REX GA 30328  
Under The Responsibilities and Disclosures Act 2009 and Omnibus Act of 2009, I GLENN R. FAYRE, hereby exercise my 3 day right to rescind the non-disclosed consumer credit contract on 9/3/2009. Response Due in 20



## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

Page 9 of 52

## Borrowers

GLENN FAYRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307

APPLICATION # FAYRE 0030951479 02/12/04

LOAN #: 0030951479

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage

5775C Glenridge Dr., Suite 200

Atlanta, GA 30328

## Property

6240 LAKEVIEW COURT  
REX, GA 30273**ANNUAL  
PERCENTAGE  
RATE**The cost of your credit  
as a yearly rate.

4.4184%

**FINANCE  
CHARGE**The dollar amount  
the credit will cost you.

\$ 90,001.44

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 118,973.10

## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

\$ 208,974.54

## Your Payment Schedule Will Be:

60 payments monthly of \$ 706.82 beginning April 1, 2004  
 25 payments monthly of \$ 614.60 beginning April 1, 2009  
 274 payments monthly of \$ 549.82 beginning May 1, 2011  
 1 payment of \$ 549.66 due on March 1, 2034

## VARIABLE RATE:

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been provided to you earlier. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information concerning the variable rate provisions of this transaction.

SUBJECT ADDRESS:  
 OWNER: GLENN R. FAYRE  
 6240 Lakeview Ct  
 Rex, GA 30273  
 APN: 12-147D-0000010  
 LOT 15  
 CLAYTON COUNTY, GA  
 404-822-3931  
 FINANCING BY: FNF OLD

Violations  
 Responsibility &  
 Disclosure Act 2009 -  
 Injunctive Relief and  
 Enforcement Action by  
 Office of Commissioner  
 of Insurance, TIL,  
 Usury, Reg. Z, No 3  
 Day Right to Record

CURRENT CONTACT INFO:  
 GLENN R. FAYRE  
 110 S. Columbia Dr. 11  
 Decatur, GA 30030  
 gpfayre@att.net  
 404-822-3931

Security Interest: You are giving a security interest in the property located at  
 6240 LAKEVIEW COURT, REX, GA 30273.

Late Charge: If payment is 15 days late, you will be charged 5.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

If you pay off early, you may be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home cannot assume the remainder of the mortgage  
 on the original terms.

This Obligation: will NOT have a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date,  
 prepayment refunds and penalties.

0 means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date 2/12/04

GLENN FAYRE By LORETTA A. FAYRE  
 GLENN FAYRE  
 AS ATTORNEY IN FACT.

Case 08-85264-mhm Doc 28 Filed 04/02/09 Entered 04/02/09 17:36:22 Desc Main Document Page 1 of 1

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE:  
GLENN ROYCE FAVRE

- \* CHAPTER 7
- \* CASE NO. 08-85264-MHM
- \* JUDGE MARGARET H. MURPHY
- \*

NOTICE OF APPEARANCE AND  
REQUEST FOR SERVICE OF PAPERS

Please take notice that Sean R. Quirk, on behalf of AMERICA'S SERVICING COMPANY, AS SERVICER FOR THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST TO JP MORGAN CHASE BANK NA AS TRUSTEE FOR STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. BEAR STEAMS ALT-A TRUST 2004-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-6 ITS SUCCESSORS OR ASSIGNS, hereby enters his appearance as attorney for AMERICA'S SERVICING COMPANY, AS SERVICER FOR THE BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST TO JP MORGAN CHASE BANK NA AS TRUSTEE FOR STRUCTURED ASSET MORTGAGE INVESTMENTS II INC. BEAR STEAMS ALT-A TRUST 2004-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-6 ITS SUCCESSORS OR ASSIGNS in the above proceeding, and pursuant to Bankruptcy Rule 2002, requests that his name be added to the mailing list maintained by the Clerk in the above case and that all notices given or required to be given in this case and all papers served or required to be served in this case be given to and served upon the following:

Shapiro & Swertfeger  
2872 Woodcock Boulevard, Suite 100  
Atlanta, GA 30341-3941

Please take further notice that the foregoing request includes the notices and papers referred to in Rule 2002 of the Bankruptcy Rules and also includes, without limitation, notices of any orders, pleadings, motions, applications, complaints, demands, hearings, requests or petitions, answering or reply papers, memoranda and briefs in support of any of the foregoing and any other document brought before this Court with respect to these proceedings, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, delivery, telephone, telegraph, telex or otherwise.

Dated April 2, 2009.

/s/ Sean R. Quirk  
Sean R. Quirk  
Georgia Bar Number #591467

2872 Woodcock Boulevard, Suite 100  
Atlanta, GA 30341-3941  
(770) 220-2535

*Submitted Robinson  
Humphrey*



KAREN HANDEL  
Commissioner of Securities

Document Page 11 of 52  
SECURITIES AND BUSINESS REGULATION  
2 MARTIN LUTHER KING, JR. DRIVE, S.E.  
STE 802, WEST TOWER ATLANTA, GEORGIA 30334  
(404) 656-3920

ROBERT D. TERRY  
Assistant Commissioner of Securities

**RESCISSION NOTICE AND NOTIFICATION FORM**  
Georgia Securities Act of 1973, as amended  
O.C.G.A. § 10-5-5(c)(1)(P)

INSERT THE FOLLOWING NOTICE OF RESCISSION on the inside front cover page of the prospectus in the case of a printed prospectus or on the second page of the prospectus in the case of a prospectus reproduced by any other means, in **boldfaced** print or CAPITAL type:

ANY PERSON WHO PURCHASES THE SECURITIES OFFERED HEREBY SHALL HAVE THE UNQUALIFIED AND UNWAIVABLE RIGHT TO RESCIND SUCH PURCHASE WITHIN 72 HOURS OF THE EXECUTION OF A WRITTEN AGREEMENT TO PURCHASE ANY SECURITIES OFFERED HEREBY, THE DELIVERY OF A CONFIRMATION OF SALE, OR THE PAYMENT FOR ANY SECURITIES OFFERED HEREBY, WHICHEVER SHALL OCCUR FIRST.

RESCISSION MAY BE ACCOMPLISHED BY COMPLETING AND MAILING THE FORM PROVIDED ON PAGE 1 OF THIS PROSPECTUS.

INSERT THE FOLLOWING NOTIFICATION OF RESCISSION on the inside back cover page in the case of a printed prospectus or the final page in the case of a prospectus reproduced by any other means, to provide a means of exercising the right of rescission provided in section 10-5-5(c) (1) (P) of the Georgia Securities Act of 1973, as amended. Separate forms are required, addressed to both the issuer and the Commissioner of Securities.

NOTICE OF RESCISSION  
TO: COMMISSIONER OF SECURITIES  
OFFICE OF THE SECRETARY OF STATE  
2 MARTIN LUTHER KING, JR. DR., S.E.  
SUITE 802, WEST TOWER  
ATLANTA, GA 30334

*NOW DISCLOSED:  
Auction Rate security  
No 3 day right to redeem.  
Credit to.*

*BEAR & STERN 2004-2006*

I hereby exercise my right to rescind my purchase of \$130,000.00 shares of the

*ALTA LAND TRUST ARS*  
(Name of Issuer/Company)

*Swindell Mortgage*

This rescission is made within seventy-two (72) hours of the earliest of my execution of a written agreement to purchase said shares, the delivery of a confirmation of sale of said shares to me or the payment for such shares, the delivery of a confirmation of sale of said shares to me or the payment for such shares. I understand that the effective date of the rescission shall be the date of delivery of this Notice or the depositing of same, properly addressed with adequate postage thereon, in the United States Mail.

DATED, this 19 day of July, 2009

SIGNATURE [Signature]

NAME GLENN FAURE

ADDRESS 110 S. Columbia DR 11 404 822 3031

CITY DECATUR STATE GA ZIP CODE 30030

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:  
GLENN ROYCE FAVRE**

\* **CHAPTER 7**  
\* **CASE NO. 08-85264-MHM**  
\* **JUDGE MARGARET H. MURPHY**  
\*

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Dated April 2, 2009.

/s/ Sean R. Quirk  
Sean R. Quirk  
Georgia Bar Number #591467

2872 Woodcock Boulevard, Suite 100  
Atlanta, GA 30341-3941  
(770) 220-2535



## OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

**JOHN W. OXENDINE**  
COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER  
INDUSTRIAL LOAN  
COMMISSIONER  
COMPTROLLER GENERAL

SEVENTH FLOOR, WEST TOWER  
FLOYD BUILDING  
2 MARTIN LUTHER KING JR. DRIVE  
ATLANTA, GEORGIA 30334  
(404) 656-2056 or (404) 656-4031  
[www.gainsurance.org](http://www.gainsurance.org)

October 9, 2009

Mr. Glenn Favre  
110 S. Columbia Drive, Unit 11  
Decatur, GA 30030

RE: Our Case Number: 555022973  
Title Insurance Company: Old Republic

Dear Mr. Favre:

Thank you for your inquiry to this Department concerning the handling of your title insurance claim with Old Republic. We received the company's response which is self explanatory and I have enclosed a copy for your review.

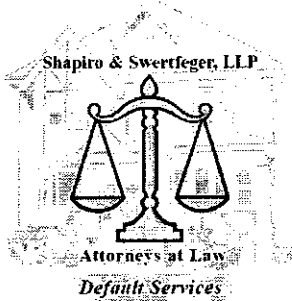
Please bear in mind disputes that deal with questions of fact can not be resolved by our office and would need to be addressed by the courts. We are sorry the outcome of this matter was not to your desire but our office has exhausted our efforts regarding your complaint. We appreciate your bringing this matter to our attention and our file is now closed.

Sincerely yours,

  
Paula Shamburger  
Insurance Investigator  
Consumer Services Division

ps/

Enclosures



## SHAPIRO & SWERTFEGER, LLP

ATTORNEYS AT LAW

Gerald M. Shapiro\*  
L. Jack Swertfeger, Jr.  
David S. Kreisman\*\*  
William C. Cobb  
Denise R. Griffin  
Philip A. Hasty  
James J. LaRotonda, Jr.  
Christina U. Lee  
Julie D. Mehelic  
Sean R. Quirk

\*FL and IL only  
\*\*IL only

Of Counsel:  
T. Keller Cobb  
H. Raiford Hodges  
Eugene S. Taylor  
Patrick F. Henry (1952-1997)

September 17, 2009

2225040635

Glenn Favre  
6240 Lakeview Court  
Rex, GA 30273

THIS LAW FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: Loan No.: 1218053741/106  
Our File No.: 09-012346  
Payoff: 112,467.16  
Property Address: 6240 Lakeview Court, Rex, GA 30273

Dear Glenn Favre:

This law firm represents America's Servicing Company, with respect to the above referenced loan. The purpose of this correspondence is to inform you that our client has accelerated and does hereby accelerate the balance of your loan, making the total payoff amount as of September 16, 2009 \$112,467.16.

A foreclosure sale of the above referenced property is scheduled for November 3, 2009. A copy of the Notice of Sale Under Power submitted for publication is enclosed herewith as required by O.C.G.A. Sec. 44-14-162.1 through 44-14-162.4.

If you have received a discharge in a Chapter 7 bankruptcy releasing you from personal liability on this loan, we are only seeking to recover the secured property and this notice is required for that purpose.



# Short Form Residential Loan Policy

One-to-Four Family

Policy Number **LTSF 826289**

Backfile Sep Form



50-  
030

## Schedule A

File Number: **LSC4A300**

Mortgage Amount: **\$119,600.00**

Policy Number:

Loan Number: **0030951479**

Mortgage Date: **February 12, 2004**

Amount of Insurance: **\$119,600.00**

Date of Policy: ~~XXXXXXXX~~ **2-12-04**

or the date of recording of the insured mortgage, whichever is later.

Name of Insured:

**SUNTRUST MORTGAGE INC., D/B/A SUN AMERICA MORTGAGE CORPORATION, and/or their successors and assigns as their interests may appear**

Name of Borrower(s):

**GLENN FAVRE**

Property Address:

**6240 LAKEVIEW COURT  
REX, GA 30273**

County and State:

**CLAYTON COUNTY, GA**

The estate or interest in the land identified in this Schedule A and which is encumbered by the insured mortgage is fee simple and is at Date of Policy vested in the borrower(s) shown in the insured mortgage and named above.

The land referred to in this policy is described as set forth in the insured mortgage and is identified as the property address shown above.

This policy consists of one page, including the reverse side hereof, unless an addendum is attached and indicated below:

☐ Addendum Attached

☒ No Addendum Attached

The ALTA endorsements indicated below are incorporated herein:

☐ ENDORSEMENT 4 (Condominium)

☒ ENDORSEMENT 6 (Variable Rate)

☐ ENDORSEMENT 4.1 (Condominium)

☐ ENDORSEMENT 6.2 (Variable Rate-Negative Amortization)

☒ ENDORSEMENT 5 (Planned Unit Development)

☐ ENDORSEMENT 7 (Manufactured Housing)

☐ ENDORSEMENT 5.1 (Planned Unit Development)

☒ ENDORSEMENT 8.1 (Environmental Protection Lien)

referring to the following state statute(s): **NONE**

Issued through the office of:

**TREY INMAN & ASSOCIATES, P.C.  
ATLANTA, GEORGIA 30324**

Authorized Signatory

# home value finder

**6240 LAKEVIEW CT  
REX, GA 30273-5032**

County: **CLAYTON**

Success - Valuation successful.	
Highest Reasonable: <b>\$93,000</b>	Valuation "as of" date: <b>2009-09-21</b>
Lowest Reasonable: <b>\$66,000</b>	Confidence: <b>Unknown%</b>
Value: <b>Unknown</b>	

## Reported Subject Information

Living Area (sf):	Year Built:	Total Rooms:
Lot Size (sf):	Stories:	Bedrooms:
Units:	A/C & Pool:	Baths:
Fireplaces:	Garages:	Assessment Date:
Assessment:	Assessed Land Value:	Assessed Improvement Value:

## Reported Sale Information

### Sale 1 - (Radius: 0.01 mile)

Living Area (sf)	Year Built	Total Rooms
Lot Size (sf)	Stories	Bedrooms
Units	A/C & Pool	Bathrooms
Fireplaces	Garages	Assessment Date
Assessment	Assessed Land Value	Assessed Improvement Value
Sale Date	Sale Price	

### Sale 2 - (Radius: 0.26 mile)

Living Area (sf)	Year Built	Total Rooms
Lot Size (sf)	Stories	Bedrooms
Units	A/C & Pool	Bathrooms
Fireplaces	Garages	Assessment Date
Assessment	Assessed Land Value	Assessed Improvement Value
Sale Date	Sale Price	



55502297  
PS



**OLD REPUBLIC**  
National Title Insurance Company

Suite 450  
1105 Lakewood Parkway  
Alpharetta, GA 30004  
PHONE 770-475-6199  
FAX 770-475-3343  
TOLL FREE 1-800-282-5972  
Home Office: Minneapolis, Minnesota 55401-2499

October 6, 2009

Glenn Favre  
6240 Lakeview Court  
Rex, GA 30273

RE: **Our Claim No.:** 147602  
**Policy No.:** LTSF 826289  
**Insured:** Suntrust Mortgage, Inc.  
**Property:** 6240 Lakeview Court, Rex, GA

Dear Mr. Favre:

We have completed our investigation of the above-referenced claim. The claim is described below:

**Claim Description:** You contacted our Company because you wanted to rescind your loan.

Our investigation reveals that you purchased the Property on February 12, 2004. According to our records, you did not purchase an owner's policy. You did not furnish us with a complete copy of the Settlement Statement but you should review Line 1110 on the second page of any copy you possess. If there is no payment for an owner's policy, we must reject your claim. The coverage provided by an owner's policy cannot be secured without a policy premium payment.

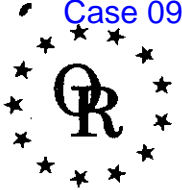
If you have any additional information which you believe we should consider, including a complete copy of your Settlement Statement, please provide us with such information within thirty (30) days of the date of this letter, and we will review this matter once again. Otherwise, we will consider this matter as concluded and close our claim file.

Sincerely,

Lisa C. Brown  
Claims Manager  
lbrown@oldrepublictitle.com

cc: Ms. Paula Shamburger  
Ron Blithenthal, Esq.

**COPY**



**OLD REPUBLIC**  
National Title Insurance Company

Suite 450  
1105 Lakewood Parkway  
Alpharetta, GA 30004  
PHONE 770-475-6199  
FAX 770-475-3343  
TOLL FREE 1-800-282-5972  
Home Office: Minneapolis, Minnesota 55401-2499

RECEIVED

OCT 06 2009

CONSUMER SERVICES  
DIVISION

October 5, 2009

**By Federal Express—Standard Delivery**

Georgia Department of Insurance  
Attention: Paula Shamburger  
2 Martin Luther King, Jr., Drive  
Suite 716 West Tower  
Atlanta, GA 30334

Re: Case No. 555022973  
Complainant: Glenn Favre  
ORT NAIC #: 50520  
Claim 147602  
Our Insured: SunTrust Mortgage, Inc.

Dear Ms. Shamburger:

Thank you for your letter of September 24, 2009. It took a while to match this up with anything we received because Mr. Favre did not file a claim under his title policy with us. Mr. Favre called and asked to speak to someone about his mortgage. He spoke with our State Manager, Eric Evans. Mr. Favre basically said he wanted to rescind his mortgage. Mr. Evans told him that we were not the correct party to speak to and he would need to call his lender. He became angry. Later, Mr. Favre sent us a form issued by the Securities and Business Regulation department that said it was a Rescission Notice and Notification Form. I have attached a copy for your reference.

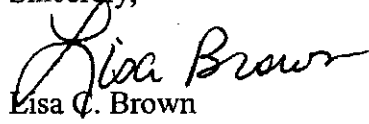
Mr. Favre purchased 6240 Lakeview Court, Rex, GA on February 12, 2004. He used a purchase money loan from SunTrust Mortgage, Inc. to finance the home. The transaction closed at Trey Inman & Associates. While Mr. Favre did not attach page 2 of the HUD, our records show that only a lender's policy of title insurance (LTSF 826289) was purchased for the transaction. Mr. Favre did not purchase an owner's title insurance policy and therefore is not an insured of our Company. We have opened claim number 147602 now that we have more information and we will send Mr. Favre a denial letter based upon the lack of a policy. We will copy you with our denial.

**COPY**

Georgia Department of Insurance  
Attention: Paula Shamburger  
October 5, 2009  
Page Two

If you have further questions, please feel free to contact me at the above address or at [lbrown@oldrepublictitle.com](mailto:lbrown@oldrepublictitle.com).

Sincerely,



Lisa C. Brown  
Claims Manager and  
Assistant Vice President

lcb

Enclosures

cc: Ron Blitenthal, Esq.

X3812

0



## Old Republic National Title Insurance Company Owner's Policy – Schedule A

File Number: LSC4A300

Policy Number: SV 4114365

Amount of Insurance: \$132,900.00

1. Policy Date: March 15, 2003 at 9:17 AM
2. The Insured hereunder, in whom title to the fee simple estate is vested at the date hereof is:  
Glenn Favre
3. The land referred to in this policy is situated in the County of Clayton, State of Georgia and is described as follows:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Trey Inman & Associates, P.C.

By: \_\_\_\_\_  
Authorized Signatory

**This policy valid only if Schedule B is attached.**

15. Someone else refuses to perform a contract to purchase, to lease or to make a mortgage loan because of a violation on your land of any restrictions shown in Schedule B which happened before you became the owner of your land.
16. After the Date of Policy someone builds a structure, other than a boundary wall or fence, which encroaches onto your land.
17. You cannot obtain a building permit for you and/or someone else refuses to perform a contract to purchase, lease or make a mortgage loan on your land because, at Date of Policy, your land violates an existing subdivision law. Your insurance under this Item 17 is limited to your actual loss in excess of a deductible amount equal to one percent (1%) of the Amount of Insurance and to a maximum dollar limit of liability of \$ 25,000.
18. Any part of your existing structure or a replacement of or modification to the existing structure, or any part of it, including lawns, shrubbery, and trees are damaged because another person uses the surface of your land for the extraction or development of any of the following which is owned by them:
- minerals;
  - any valuable substance (whether or not a mineral under applicable law) located below the surface of the land; or
  - water.
19. Someone has rights arising out of any interest which attaches to your title or is created after the Date of Policy and before the deed or other instrument transferring title to your land is recorded in the public records.
20. There is a lien on your title because of supplemental taxes assessed as the result of a change of ownership of the title occurring prior to the Date of Policy (other than the change of ownership by which title was transferred to you).
21. Other defects, liens or encumbrances.

3) The following is hereby added to the Exclusions:

Added to Exclusion No. 1: This Exclusion does not limit the coverage described in items 11c, 11d, 12 and 17 of Covered Risks.

4) The following are hereby added to Conditions and Stipulations:

(a) The following is added to the definition of "insured" under paragraph 1(a)... "any trustee or successor trustee of a trust in which you are the trustor/settlor to whom you transfer your title after the Date of Policy."

(b) The following is added to paragraph 6 as 6(b) (iii):

(iii) To cancel the coverage described in items 11d or 17 of Covered Risks by paying the maximum dollar limit provided under such Covered Risk, minus any applicable deductible, plus those costs, attorneys' fees and expenses incurred up to the time the Company selects this payment option and only such costs and attorneys' fees which we are obligated to pay upon the exercise by the Company of any of the options provided for in paragraphs (b) (i), (ii), or (iii), the Company's obligations to the Insured under this Policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(c) The following is added to paragraph 7 as 7(d) and 7(e):

(d) After subtracting any deductible amount that applies, we will pay up to (i) your actual loss, (ii) the amount of Insurance specified in the given item as the limit for the particular Covered Risk for claims based upon the coverage described in Items 11d, 14 and 17 of Covered risks, or (iii) the Amount of Insurance in force when the claim is made-whichever is less.

(e) If you cannot use any of your land because of a claim against your title and you rent reasonable, substitute land or facilities, we will repay you for your actual rent until (a) the cause of the claim is removed or (b) we settle the claim. In the event of a claim based upon Covered Risk 11d and 17, we will be deemed to have "settled your claim" for purposes of obligating us to pay you for your actual rent upon payment to you of the maximum dollar limit for the particular Covered Risk.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused the Endorsement to be signed and sealed as of the date set forth below, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Countersigned:

Trey Inman & Associates, P.C.

By: \_\_\_\_\_

Authorized Signatory

ORT Form 4093 GA 6/01

Owner Policy Endorsement/Homeowner Extended Coverage  
Subject to Specific Deductibles and Limits of Coverage

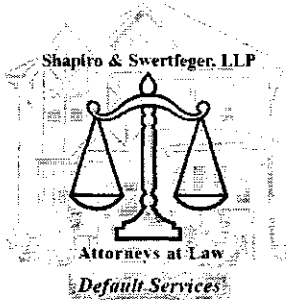
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary



## SHAPIRO & SWERTFEGER, LLP

ATTORNEYS AT LAW

Gerald M. Shapiro\*  
L. Jack Swertfeger, Jr.  
David S. Kreisman\*\*  
William C. Cobb  
Denise R. Griffin  
Philip A. Hasty  
James J. LaRotonda, Jr.  
Christina U. Lee  
Julie D. Mehelic  
Sean R. Quirk

\*FL and IL only  
\*\*IL only

Of Counsel:  
T. Keller Cobb  
H. Raiford Hodges  
Eugene S. Taylor  
Patrick F. Henry (1952-1997)

September 17, 2009

2225040637

Glenn Favre  
6240 Lakeview Court  
Rex, GA 30273

THIS LAW FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: Loan No.: 1218053741/106  
Our File No.: 09-012346  
Payoff: 112,467.16  
Property Address: 6240 Lakeview Court, Rex, GA 30273

Dear Glenn Favre:

This law firm represents America's Servicing Company, with respect to the above referenced loan. The purpose of this correspondence is to inform you that our client has accelerated and does hereby accelerate the balance of your loan, making the total payoff amount as of September 16, 2009 \$112,467.16.

A foreclosure sale of the above referenced property is scheduled for November 3, 2009. A copy of the Notice of Sale Under Power submitted for publication is enclosed herewith as required by O.C.G.A. Sec. 44-14-162.1 through 44-14-162.4.

If you have received a discharge in a Chapter 7 bankruptcy releasing you from personal liability on this loan, we are only seeking to recover the secured property and this notice is required for that purpose.

FRAUD  
SEC  
FDCA  
Shared By el Republc  
HOWDA  
McGraw-Hill  
Chicago Title



B6D (Official Form 6D) (12/07)

In re **Glenn Royce Favre**

Case No. \_\_\_\_\_

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D  W I F E  J O I N T  C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	AMOUNT OF CLAIM	
				U N L I Q U I D A T E D	D I S P U T E D
Account No. xxxxxxxxxx7401  Americas Servicing Company 7485 New Horizon Way Frederick, MD 21703		H	2/1/2004  First Mortgage  house & lot @ 6240 Lakeview Court Rex, GA 30273  Value \$ 130,000.00		
Account No. xx0091  BMW Financial Services 5550 Britton Parkway Hilliard, OH 43028-7456		H	12/1/2007  title lien  leased 2007 BMW X3  Value \$ 25,000.00		
Account No.  Cox Lumber d/b/a HD Supply Lumber & Building Materials c/o Mouser & Mouser, PA 1032 9th Street North Saint Petersburg, FL 33705		H	2005  judgment & construction lien  house under construction & lot @ 1914 E. Columbus Drive, Tampa, FL 33605; business debt  Value \$ 153,000.00		
Account No.  Ford Motor Credit P.O. Box 105697 Atlanta, GA 30348-5697		H	title lien (surrender)  2008 Ford F150 Midbox; business debt  Value \$ 26,000.00		
Subtotal (Total of this page)				167,193.00	5,500.00

1 continuation sheets attached

B6A (Official Form 6A) (12/07)

In re **Glenn Royce Favre**

Case No. \_\_\_\_\_

Debtor

### SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
house & lot @ 6240 Lakeview Court Rex, GA 30273	titled to debtor	H	130,000.00	110,693.00
house under construction & lot @ 1914 E. Columbus Drive Tampa, FL 33605	titled to debtor	H	153,000.00	253,500.00

**NOTICE: HILLSBOROUGH CLERK OF COURTS**

Order Discharge of Debtor Bankruptcy Chapter 7  
Glenn Favre, MGM Favre & Bennett  
1914 Columbus LLC, MGM et al. (Allen Scott Bennett)  
1916 15th Ave N.C. MGM et al. (John Stokes Member)

Sub-Total > **283,000.00** (Total of this page)

Total > **283,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property



*Ex property from Harry Norman  
owned by Buffett.*

**NOTIFICATION REGARDING  
TAX PRORATIONS AND POSSIBLE REASSESSMENTS**

If the proration of taxes and assessments was made based on estimated amounts, prior to the receipt of current actual bills, Purchaser and Seller agree to adjust the prorations shown on the Settlement Statement between themselves, according to the time period in which Purchaser and Seller own or warrant the property, when current actual bills are received. Likewise, Purchaser and Seller agree to pay their share of any and all taxes and assessments that may become due and payable for the current year or previous years, due to, but not limited to, special assessments, reassessments, rebillings, or errors by tax officials or their agents.

Finally, Purchaser and Seller acknowledge that the applicable taxing authority may assess penalties and interest and file a lien for non-payment of real property taxes. These types of tax liens run with the land and can result in a sheriff's tax levy and eventual sale of the property through foreclosure proceedings. Therefore, Buyer and Seller acknowledge that each party to this transaction may have legal rights against the other for non-payment of taxes according to their period of ownership and warranty of the property.

\_\_\_\_\_  
GLENN FAVRE

Date: February 11th, 2004

\_\_\_\_\_  
LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.

Date: February 11th, 2004

*See ASC Notice June 18, 2009*

\_\_\_\_\_

/



January 19, 2009

003083 1 AT 0.346 3083/003083/004566 012 01 AC02M8 AR001 106

Glenn Favre  
110 S Columbia Dr Unit 11  
Decatur GA 30030-5318



Dear Glenn Favre :

RE: Loan Number: 1218053741, Client 106

This notice is to inform you of upcoming changes to your adjustable rate mortgage loan interest rate and payment. The interest rate change date for your loan is March 01, 2009, with a new payment effective date of April 01, 2009. The next adjustment will occur in 12 months.

The principal and interest installment due on your loan will be adjusted from \$ 642.04 to \$ 579.30. This amount was calculated based on a remaining loan term of 300 months and a principal balance of \$ 109,749.20, which is the expected balance outstanding as of the payment change date. The new total payment (including escrow, if applicable) due on April 01, 2009 is \$ 772.93.

The index value used to determine the interest rate has changed from 0.00000% to 1.74625%. The current index value was published on 01-15-09. This is the selected index value for the index known as "AVERAGE INTERBANK OFFERED RATES FOR 1 YEAR LIBOR ". Effective with your April 01, 2009 payment, your interest rate will be adjusted from 5.00000% to 4.00000%. This rate is the sum of 2.25000% (the margin) and the current index. This total may be different due to rounding and limitations (caps and floors) as specified in your Note.

If you have questions regarding this notice please contact our Customer Service Department at (800)842-7654, between the hours of Mon - Fri 8am-6pm In Your Time Zone.

AR001-025/CPI



AP# FAVRE0030951479  
LN# 0030951479

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of February, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SunTrust Mortgage, Inc. d/b/a Sun America Mortgage

Virginia Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6240 LAKEVIEW COURT, REX, GA 30273

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

**RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 6845, PAGE 129, CLAYTON COUNTY**

**GEORGIA RECORDS, AS AMENDED.**  
(the "Declaration"). The Property is a part of a planned unit development known as ELLENWOOD VILLAGE

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 3

Form 3150 1/01

Initials: *GEF/KR*

EXP-7R (0008)

MW 03/00

VMP MORTGAGE FORMS - (800)521-7291



AP# FAVRE0030951479  
LN# 0030951479

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

## Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICANT: FAVRE0030951479 01/26/04  
LOAN #: 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

## Property

6240 LAKEVIEW COURT  
REX, GA 30273**ANNUAL  
PERCENTAGE  
RATE**  
The cost of your credit  
as a yearly rate.

3.7893% (e)

**FINANCE  
CHARGE**  
The dollar amount  
the credit will cost you.

\$ 71,274.54 (e)

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 116,321.31 (e)

## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

\$ 187,595.85 (e)

## Your Payment Schedule Will Be:

60 payments monthly of \$ 706.82 (e) beginning April 1, 2004  
 23 payments monthly of \$ 543.77 (e) beginning April 1, 2009  
 276 payments monthly of \$ 478.99 (e) beginning March 1, 2011  
 1 payment of \$ 478.70(e) due on March 1, 2034

## VARIABLE RATE:

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been provided to you earlier. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information concerning the variable rate provisions of this transaction.

Security Interest: You are giving a security interest in the property located at  
6240 LAKEVIEW COURT, REX, GA 30273.

Late Charge: If payment is 15 days late, you will be charged 5.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

If you pay off early, you will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home cannot assume the remainder of the mortgage  
on the original terms.

This Obligation: will NOT have a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

e means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

GLENN FAVRE

GLENN FAVRE  
6245 LAKEVIEW  
3 DAY NOTICE

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

## Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICANT: FAVRE0030951479 01/12/04  
LOAN #: 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

## Property

6240 LAKEVIEW COURT  
REX, GA 30273

## Itemization of Amount Financed

\$ 116,321.31 (e)	Total amount financed	\$ 116,321.31 (e)
\$ 1,196.00	Loan Origination Fee	
\$ 275.00	Appraisal Fee	
\$ 57.00	Credit Report	
\$ 78.00	Tax Service Fee	
\$ 325.00	Processing Fee	
\$ 311.29 (e)	Interim Interest	
\$ 185.00	Abstract or Title Search	
\$ 383.80	Owners Title Insurance	
\$ 300.00	Attorney's Fees	
\$ 119.60	Title Insurance	
\$ 45.00	Pest Inspection	
\$ 3.00	F.Z.D. Life of Loan Fee	
\$ 3,278.69 (e)	Total prepaid finance charges	\$ 3,278.69 (e)
\$ 100.00	Final Inspections Fee	
\$ 16.00	Flood Certification Fee	
\$ 399.00	Hazard Insurance Premium	
\$ 99.75	Hazard Insurance reserves	
\$ 554.65	County tax reserves	
\$ 100.00	Recording Fees	
\$ 358.80	State Tax/Stamp	
\$ 6.50	GA Mortgage Loan Fee	
\$ 8.50	Total Additional Fees	
\$ 1,643.20	Total amount paid to others	

LOAN AMOUNT \$ 119,600.00

THE FIRST PAYMENT FOR YOUR  
5/1 ARM, NO INCOME VERIFIEDFOR: \$ 119,600.00  
AT: 5.000000%  
WHICH WILL PAY OFF IN 360 PAYMENTS

IS BROKEN DOWN AS FOLLOWS:

PRINCIPAL &/OR INTEREST	\$ 642.04
Mortgage Insurance	64.78
Taxes	110.93
Insurance	33.25
Other	0.00
TOTAL PAYMENT	\$ 851.00

ANNUAL  
PERCENTAGE  
RATEThe cost of your credit  
as a yearly rate.

3.7893% (e)

FINANCE  
CHARGEThe dollar amount  
the credit will cost you.

\$ 71,274.54 (e)

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 116,321.31 (e)

## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

\$ 187,595.85

## Your Payment Schedule Will Be:

60 payments monthly of \$ 706.82 beginning April 1, 2004  
 23 payments monthly of \$ 543.77 beginning April 1, 2009  
 276 payments monthly of \$ 478.99 beginning March 1, 2011  
 1 payment of \$ 478.70 due on March 1, 2034

## VARIABLE RATE:

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been provided to you earlier. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information concerning the variable rate provisions of this transaction.

Security Interest: You are giving a security interest in the property located at  
6240 LAKEVIEW COURT, REX, GA 30273.

Late Charge: If payment is 15 days late, you will be charged 5.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: If you pay off early, you will not be entitled to a refund of part of the finance charge.

Someone buying your home cannot assume the remainder of the mortgage  
on the original terms.

This Obligation: will NOT have a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

e means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

GLENN FAVRE

## ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

LENDER: SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE CORPORATION DATE: 02/12/04

PURCHASER/BORROWER: GLENN FAVRE

SELLER: LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.

PROPERTY ADDRESS: 6240 LAKEVIEW COURT, REX, GA 30273

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Statement, and each acknowledge receipt of a copy of same. Purchaser acknowledges receipt of a copy of the Truth in Lending Disclosures, if any, prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances; if any deficiency occurs, Seller shall promptly remit the same to the settlement agent.

If the proration of taxes and assessments was made based on estimated amounts prior to receipt of current actual bills, Purchaser and Seller agree to adjust the prorations shown on the Settlement Statement between themselves when current actual bills are received. The payment of all outstanding taxes and assessments not paid at settlement are assumed by Purchaser. The tax digest for some counties and municipalities has not been approved by the State. Purchaser and Seller understand and acknowledge there may be additional real property taxes resulting from increased or amended assessments and agree to adjust the proration of taxes between themselves upon rebilling. Purchaser and Seller hereby release The Law Office of Trey Inman from any liability or obligation relating thereto.

Purchaser and Seller acknowledge that settlement agent and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

Purchaser hereby acknowledges that a real property tax return and application for homestead exemption is required by law and is to be filed with the county tax collector in which the property lies, between January 1 and March 31 of the year immediately following settlement and that such filings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Warranty Deed.

## BORROWER'S MONTHLY PAYMENT:

## FIRST PAYMENT DUE:

Principal and Interest	\$	642.04
Hazard Insurance		45.42
State and County Taxes		110.75
City Taxes		0
FHA MIP or PMI		64.78
Other		0

April 1st, 2004

## Payments made to:

SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE

5775-C GLENRIDGE DR. STE 200

TOTAL \$ 862.99

ATLANTA, GA 30328

LEGACY COMMUNITIES OF ELLENWOOD PARK,  
L.L.C. SELLERGLENN FAVRE By Loretta A. Favre  
GLENN FAVRE PURCHASER/BORROWER

AS ATTORNEY IN FACT SELLER

SELLER

PURCHASER/BORROWER

SELLER

PURCHASER/BORROWER

TREY INMAN &amp; ASSOCIATES, P.C.

BY:   
Settlement Agent

I NEVER  
GAVE OR RECEIVED  
THIS SECTION EXCEPT  
IN  
YOURS  
GLENN FAVRE  
BK 7.



## A. SETTLEMENT STATEMENT

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

<b>B. Type of Loan</b>				OMB No. 2502-0265	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unins.	4. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		LSC4A300	0030951479	
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P O C) were paid outside the closing, they are shown here for information purposes and are not included in the totals.					
<b>D. Name and Address of Borrower</b> GLENN FAYRE  6240 LAKEVIEW COURT REX, GA 30273		<b>E. Name and Address of Seller</b> LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.  P.O. BOX 191588 ATLANTA, GA 31119		<b>F. Name and Address of Lender</b> SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE CORPORATION  5775-C GLENRIDGE DR., STE. 200 ATLANTA, GA 30328	
<b>G. Property Location</b>  6240 LAKEVIEW COURT REX, GA 30273 LOT 15, ELLENWOOD VILLAGE			<b>H. Settlement Agent</b> TREY INMAN & ASSOCIATES, P.C.  <b>I. Settlement Date</b> 02/12/04		
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>		
<b>100. Gross Amount Due From Borrower</b>			<b>400. Gross Amount Due To Seller</b>		
101. Contract sales price 132,900.00			401. Contract sales price 132,900.00		
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400) 868.26			403.		
104. PREPARE/RECORD PDA 50.00			404.		
105.			405.		
<b>Adjustments for items paid by seller in advance</b>			<b>Adjustments for items paid by seller in advance</b>		
106. City/town taxes to			406. City/town taxes to		
107. County taxes to			407. County taxes to		
108. Assessments to			408. Assessments to		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER 133,818.26			420. GROSS AMOUNT DUE TO SELLER 132,900.00		
<b>200. Amounts Paid By or In Behalf of Borrower</b>			<b>500. Reductions In Amount Due To Seller</b>		
201. Deposit or earnest money 1,000.00			501. Excess Deposit (see instructions) 1,000.00		
202. Principal amount of new loan(s) 119,600.00			502. Settlement charges to seller (line 1400) 8,335.50		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan 107,952.48		
			BBAT		
205.			505. Payoff of second mortgage loan		
206.			506. 2-10 HOME WARRANTY 239.22		
207.			507.		
208.			508.		
209.			509.		
<b>Adjustments for items unpaid by seller</b>			<b>Adjustments for items unpaid by seller</b>		
210. City/town taxes to			510. City/town taxes to		
211. County taxes 01/01 to 02/12 156.14			511. County taxes 01/01 to 02/12 156.14		
212. Assessments to			512. Assessments to		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER 120,756.14			520. TOTAL REDUCTION AMOUNT DUE SELLER 117,683.34		
<b>300. Cash At Settlement From or To Borrower</b>			<b>600. Cash At Settlement To or From Seller</b>		
301. Gross amount due from borrower (line 120) 133,818.26			601. Gross amount due to seller (line 420) 132,900.00		
302. Less amounts paid by/for borrower (line 220) 120,756.14			602. Less reduction amount due seller (line 520) 117,683.34		
303. CASH FROM BORROWER 13,062.12			603. CASH TO SELLER 15,216.66		

## SUBJECT ADDRESS:

OWNER: GLENN R. FAYRE  
6240 Lakeview Ct  
Rex, GA 30273  
APN: 12-137D-00D0010  
LOT 15  
CLAYTON COUNTY, GA  
404.11 / 5  
FINANCING BY: FNF OLD  
REPT 110

Violations  
Responsibility &  
Disclosure Act 2009 -  
Injunctive Relief and  
Enforcement Action by  
Office of Commissioner  
of Insurance, TIL,  
Usury, Reg. Z., No 3  
Day Right to Recind

## CURRENT CONTACT INFO:

GLENN R. FAYRE  
110 S. Columbia Dr. 11  
Decatur, GA 30030  
gpfat@me.com  
404-822-3031

Exhibit A

GLENN R. FAYRE SUNTRUST MORTGAGE INC. LOAN NO: AP # FAYRE  
0030951479 LN#00300951479 6240 LAKEVIEW CT, REX GA 30328  
Under The Responsibilities and Disclosures Act 2009 and Omnibus Act of  
2009, I GLENN R. FAYRE, hereby exercise my 3 day right to recind the  
non-disclosed consumer credit contract on 9/5/2009. Repouse Due in 20  
Calendar Days, 9/25/2009  
SEE NATURE OF CLAIM AND RELIEF SOUGHT  
404.800.0001



## A. SETTLEMENT STATEMENT

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0285

Type of Loan				File Number		Loan Number		Mortgage Insurance Case Number	
<input type="checkbox"/> FHA <input type="checkbox"/> 2 <input type="checkbox"/> FmHA <input checked="" type="checkbox"/> 3 <input type="checkbox"/> Conv. Unins. <input type="checkbox"/> 4 <input type="checkbox"/> VA <input type="checkbox"/> 5 <input type="checkbox"/> Conv. Ins.				LSC4A380		0030951479			
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P O C) were paid outside the closing, they are shown here for information purposes and are not included in the totals.									
<b>D. Name and Address of Borrower</b> GLENN FAVRE  6240 LAKEVIEW COURT REX, GA 30273				<b>E. Name and Address of Seller</b> LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.  P.O. BOX 191588 ATLANTA, GA 31119				<b>F. Name and Address of Lender</b> SUNTRUST MORTGAGE, INC. D/B/A SUN AMERICA MORTGAGE CORPORATION  5775-C GLENRIDGE DR., STE. 200 ATLANTA, GA 30328	
<b>G. Property Location</b>  6240 LAKEVIEW COURT REX, GA 30273 LOT 15, ELLENWOOD VILLAGE				<b>H. Settlement Agent</b> TREY INMAN & ASSOCIATES, P.C.  Place of Settlement 51 LENOX POINTE ATLANTA, GEORGIA 30324				<b>I. Settlement Date</b>  02/12/04	
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>					<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>				
100. Gross Amount Due From Borrower					400. Gross Amount Due To Seller				
101. Contract sales price		132,900.00			401. Contract sales price		132,900.00		
102. Personal property					402. Personal property				
103. Settlement charges to borrower (line 1400)		868.26			403.				
104. PREPARE/RECORD POA		50.00			404.				
105.					405.				
Adjustments for items paid by seller in advance					Adjustments for items paid by seller in advance				
106. City/town taxes to					406. City/town taxes to				
107. County taxes to					407. County taxes to				
108. Assessments to					408. Assessments to				
109.					409.				
110.					410.				
111.					411.				
112.					412.				
120. GROSS AMOUNT DUE FROM BORROWER		133,818.26			420. GROSS AMOUNT DUE TO SELLER		132,900.00		
200. Amounts Paid By or In Behalf of Borrower					500. Reductions In Amount Due To Seller				
201. Deposit or earnest money		1,000.00			501. Excess Deposit (see instructions)		1,000.00		
202. Principal amount of new loan(s)		119,600.00			502. Settlement charges to seller (line 1400)		8,335.50		
203. Existing loan(s) taken subject to					503. Existing loan(s) taken subject to				
204.					504. Payoff of first mortgage loan		107,952.48		
205.					505. Payoff of second mortgage loan				
206.					506. 2-10 HOME WARRANTY		239.22		
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211. County taxes 01/01 to 02/12		156.14			511. County taxes 01/01 to 02/12		156.14		
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303. CASH FROM BORROWER		13,062.12			603. CASH TO SELLER		15,216.66		

ORIGINAL

February 12, 2004  
AP# FAVRE0030951479  
LN# 0030951479

## Borrower's Authorization and Certification

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage (Lender)

### Borrower's Authorization To Release Information

To Whom It May Concern:

- 1) I/We have applied for a mortgage loan from Sun America Mortgage. As part of the application process, Sun America Mortgage (Sun America) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
- 2) I/We authorize you to provide to Sun America, or to any investor to whom Sun America may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns. Furthermore, Sun America or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
- 3) A copy of this signed authorization may be accepted as an original.
- 4) Your prompt reply to Sun America, or the investor that purchased the mortgage, is appreciated.
- 5) I further authorize Sun America to order a consumer credit report and verify other credit or liability information including past and present mortgages and landlord references. It is understood that a photocopy of this form will serve as authorization.
- 6) The information obtained by Sun America pursuant to this authorization may be used only for processing my mortgage loan application.

### Borrower's Certification

The undersigned certifies the following:

- 1) I/We have applied for a mortgage loan from Sun America. In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that the information in the application is true and correct. I/We, as of the date set forth opposite my/our signature on the application, made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information. Furthermore, I/we fully understand that I/we have a continuing obligation to amend and/or supplement the information provided in the loan application if any of the material facts which have been represented should change prior to closing.
- 2) If the loan is an alternate documentation mortgage, I/we understand and agree that Sun America reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
- 3) I/We fully understand that any intentional or negligent misrepresentation(s) of the information contained in the application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on the application.
- 4) I/We fully understand that my/our original loan application may be retained by Sun America, even if the loan is not approved.

GLENN FAVRE BELLEDETH A. FAVRE AIF  
Borrower GLENN FAVRE

562-79-8670  
Social Security Number

Borrower

Social Security Number

Borrower

Social Security Number

Borrower

Social Security Number

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

Borrowers

GLENN FAYRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICANT: FAYRE 0030951479 02/12/04  
LOAN #: 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

Property

6240 LAKEVIEW COURT  
REX, GA 30273**ANNUAL  
PERCENTAGE  
RATE**The cost of your credit  
as a yearly rate.

4.4184%

**FINANCE  
CHARGE**The dollar amount  
the credit will cost you.

\$ 90,001.44

**Amount Financed**The amount of credit  
provided to you or on  
your behalf.

\$ 118,973.10

**Total of Payments**The amount you will have  
paid after you have made  
all payments as scheduled.

\$ 208,974.54

## Your Payment Schedule Will Be:

60 payments monthly of \$ 706.82 beginning April 1, 2004  
 25 payments monthly of \$ 614.60 beginning April 1, 2009  
 274 payments monthly of \$ 549.82 beginning May 1, 2011  
 1 payment of \$ 549.66 due on March 1, 2034

**VARIABLE RATE:**

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been provided to you earlier. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information concerning the variable rate provisions of this transaction.

**Security Interest:** You are giving a security interest in the property located at  
6240 LAKEVIEW COURT, REX, GA 30273.

**Late Charge:** If payment is 15 days late, you will be charged 5.0000% of the payment.

**Prepayment:** If you pay off early, you will not have to pay a penalty.

If you pay off early, you may be entitled to a refund of part of the finance charge.

**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

**This Obligation:** will NOT have a demand feature.

**Insurance:** You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

0 means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date 2/12/04

Glenn Fayre By LORETTA A. FAYRE  
GLENN FAYRE  
AS ATTORNEY IN FACT.

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

## Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307

APPLICATION # FAV 0030951479 02/12/04

LOAN # 0030951479

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

## Property

6240 LAKEVIEW COURT  
REX, GA 30273**ANNUAL  
PERCENTAGE  
RATE**The cost of your credit  
as a yearly rate.

4.4184%

**FINANCE  
CHARGE**The dollar amount  
the credit will cost you.

\$ 90,001.44

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

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## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

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 1st payment of \$ 549.66 due on March 1, 2034

## VARIABLE RATE:

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on the original terms.

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a means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date 2-12-04

GLENN FAVRE By LORETTA A. FAVRE  
GLENN FAVRE  
AS ATTORNEY IN FACT.

GLENN FAVRE  
6245 LAKEVIEW  
3 DAY NOTICE

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICANT: FAVRE0030951479 01/26/04  
LOAN #: 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

Property

6240 LAKEVIEW COURT  
REX, GA 30273**ANNUAL  
PERCENTAGE  
RATE**The cost of your credit  
as a yearly rate.

3.7893% (e)

**FINANCE  
CHARGE**The dollar amount  
the credit will cost you.

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## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 116,321.31 (e)

## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

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## Your Payment Schedule Will Be:

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 23 payments monthly of \$ 543.77 (e) beginning April 1, 2009  
 276 payments monthly of \$ 478.99 (e) beginning March 1, 2011  
 1 payment of \$ 478.70(e) due on March 1, 2034

## VARIABLE RATE:

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been omitted. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information.

GLENN R. FAVRE SUNTRUST MORTGAGE INC. LOAN NO: AP # FAVRE  
 0030951479 LN#00300951479 6240 LAKEVIEW CT, REX GA 30328  
 Under The Responsibilities and Disclosures Act 2009 and Omnibus Act of  
 2009, I GLENN R. FAVRE, hereby exercise my 3 day right to rescind the  
 non-disclosed consumer credit contract on 9/25/2009. Response Due in 20  
 Calendar Days, 9/25/2009  
 404-822-3031  
 SEE NATURE OF CLAIM AND RELIEF SOUGHT

GLENN R. FAVRE SUNTRUST MORTGAGE INC. LOAN NO: AP # FAVRE  
 0030951479 LN#00300951479 6240 LAKEVIEW CT, REX GA 30328

Security Interest: You are giving a security interest in the property located at  
 6240 LAKEVIEW COURT, REX, GA 30273.

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See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

(e) means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date \_\_\_/\_\_\_/\_\_\_

GLENN FAVRE

A2

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICANT: FAVRE0030951479 01/26/04  
LOAN #: 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

Property

6240 LAKEVIEW COURT  
REX, GA 30273

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of cash provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
3.7893% (e)	\$ 71,274.54 (e)	\$ 116,321.31 (e)	\$ 187,595.85 (e)

## Your Payment Schedule Will Be:

60 payments monthly of \$ 706.82 (e) beginning April 1, 2004  
 23 payments monthly of \$ 543.77 (e) beginning April 1, 2009  
 276 payments monthly of \$ 478.99 (e) beginning March 1, 2011  
 1 payment of \$ 478.70(e) due on March 1, 2034

## VARIABLE RATE:

Your loan contains a variable rate feature. Disclosures about the variable-rate feature have been provided to you earlier. Please refer to the Adjustable Rate Mortgage Program Disclosure for specific information concerning the variable rate provisions of this transaction.

Security Interest: You are giving a security interest in the property located at  
6240 LAKEVIEW COURT, REX, GA 30273.

Late Charge: If payment is 15 days late, you will be charged 5.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: If you pay off early, you will not be entitled to a refund of part of the finance charge.

Someone buying your home cannot assume the remainder of the mortgage

on the original terms.

This Obligation: will NOT have a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

(e means an estimate)

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

GLENN FAVRE

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

## Borrowers

GLENN FAVRE

1117 VIRGINIA AVENUE  
ATLANTA, GA 30307APPLICATION # FAVRE0030951479 01/12/04  
LOAN # 0030951479  
SunTrust Mortgage, Inc. d/b/a Sun America Mortgage  
5775C Glenridge Dr., Suite 200  
Atlanta, GA 30328

## Property

6240 LAKEVIEW COURT  
REX, GA 30273

## Itemization of Amount Financed

\$ 116,321.31	(e) Total amount financed	\$ 116,321.31 (e)
\$ 1,196.00	Loan Origination Fee	
\$ 275.00	Appraisal Fee	
\$ 57.00	Credit Report	
\$ 78.00	Tax Service Fee	
\$ 325.00	Processing Fee	
\$ 311.29	(e) Interim Interest	
\$ 185.00	Abstract or Title Search	
\$ 383.80	Owners Title Insurance	
\$ 300.00	Attorney's Fees	
\$ 119.60	Title Insurance	
\$ 45.00	Pest Inspection	
\$ 3.00	F.Z.O. Life of Loan Fee	
\$ 3,278.69	(e) Total prepaid finance charges	\$ 3,278.69 (e)
\$ 100.00	Final Inspections Fee	
\$ 16.00	Flood Certification Fee	
\$ 399.00	Hazard Insurance Premium	
\$ 99.75	Hazard Insurance reserves	
\$ 554.65	County tax reserves	
\$ 100.00	Recording Fees	
\$ 358.80	State Tax/Stamp	
\$ 6.50	GA Mortgage Loan Fee	
\$ 8.50	Total Additional Fees	
\$ 1,643.20	Total amount paid to others	

LOAN AMOUNT \$ 119,600.00

THE FIRST PAYMENT FOR YOUR  
5/1 ARM, NO INCOME VERIFIEDFOR: \$ 119,600.00  
AT: 5.000000%  
WHICH WILL PAY OFF IN 360 PAYMENTS

IS BROKEN DOWN AS FOLLOWS:

PRINCIPAL &/OR INTEREST	\$ 642.04
Mortgage Insurance	64.78
Taxes	110.93
Insurance	33.25
Other	0.00
TOTAL PAYMENT	\$ 851.00

ANNUAL  
PERCENTAGE  
RATEThe cost of your credit  
as a yearly rate.

3.7893% (e)

FINANCE  
CHARGEThe dollar amount  
the credit will cost you.

\$ 71,274.54 (e)

## Amount Financed

The amount of credit  
provided to you or on  
your behalf.

\$ 116,321.31 (e)

## Total of Payments

The amount you will have  
paid after you have made  
all payments as scheduled.

\$ 187,595.85

## Your Payment Schedule Will Be:

50 payments monthly of \$ 706.82 beginning April 1, 2004  
 23 payments monthly of \$ 543.77 beginning April 1, 2009  
 276 payments monthly of \$ 478.99 beginning March 1, 2011  
 1 payment of \$ 478.70 due on March 1, 2034

## VARIABLE RATE:

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\* means an estimate

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Date \_\_\_\_/\_\_\_\_/\_\_\_\_

GLENN FAVRE



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DOCUMENT STAFF

PAGE 2

L. SETTLEMENT CHARGES:				FILE #: LSC4A300	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$	132,900.00 @	2.50 =	3,322.50			
Division of commission (line 700) as follows						
701. \$	3,322.50	to LEGACY REALTY GROUP				
702. \$		to HARRY NORMAN REALTORS				
703. Commission paid at Settlement	1000 E/M HLD BY SELLER					3,322.50
704. MARKETING FEE	LEGACY REALTY GROUP					1,329.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				P.O.C.		
801. Loan Origination Fee	1 %	SUNTRUST MORTGAGE, INC. D/B/A SUN AHE				1,195.00
802. Loan Discount	%					
803. Appraisal Fee	to	SUNTRUST MORTGAGE, INC. D/B/A SUN AHE		275.00		
804. Credit Report	to	SUNTRUST MORTGAGE, INC. D/B/A SUN AHE		57.00		
805. Lender's Inspection Fee	to	SUNTRUST MORTGAGE, INC. D/B/A SUN AHE				75.00
806. Mig. Ins. Application Fee	to					
807. Assumption Fee	to					
808. GA RES HTG FEE		SUNTRUST MORTGAGE, INC. D/B/A SUN AHE				6.50
809. FLOOD CERT		SUNTRUST MORTGAGE, INC. D/B/A SUN AHE				25.00
810. TAX SERVICE FEE		SUNTRUST MORTGAGE, INC. D/B/A SUN AHE		11.00		67.00
811.						
812.						
813.						
814.						
815.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest from	02/12/04 to 03/01/04	@ \$ 16.38 /day	18 Days			294.90
902. Mortgage Insurance Premium for	to					
903. Hazard Insurance Premium for	1 yrs to STATE FARM					545.00
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER FOR						
1001. Hazard Insurance	2 mo. @ \$	45.42 /mo.				90.84
1002. Mortgage Insurance	0 mo. @ \$	64.78 /mo.				
1003. City property taxes	mo. @ \$	/mo.				
1004. County property taxes	6 mo. @ \$	110.75 /mo.				664.50
1005. Annual Assessments	mo. @ \$	/mo.				
1006.	mo. @ \$	/mo.				
1007.	mo. @ \$	/mo.				
1008. Aggregate Credit for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments						-286.87
100. TITLE CHARGES						
1101. Settlement or closing fee	to					
1102. Abstract or title search	to					
1103. Title examination	to	TREY INMAN/CHARLES FORMARO/SEXTONS		150.00		
1104. Title insurance binder	to	TREY INMAN & ASSOCIATES, P.C.		50.00		
1105. Document preparation	to					
1106. Notary fees	to					
1107. Attorney's fees	to	TREY INMAN & ASSOCIATES, P.C.				300.00
(includes above items No: )						
1108. Title insurance	to	TREY INMAN & ASSOCIATES, P.C.		325.26		133.23
(includes above items No: )						
1109. Lender's coverage \$	119,600.00 ----	119.60				
1110. Owner's coverage \$	132,900.00 ----	339.89				
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording fees	Deed \$ ; Mortgage \$ ; Release \$					
1202. City/county/stamps	Deed \$ ; Mortgage \$					
1203. State tax/stamps	Deed \$ 132.90 ; Mortgage \$ 360.00					492.90
1204. PREPARE/RECORD DEEDS/P.C.						60.00
1205. PREPARE/RECORD RELEASE/P.C.						20.00
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest inspection	to					
1303.						
1304.						
1305.						
1306.						
1307.						
1308.						
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)					868.26	8,335.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

*LORETTA FAVERE*  
*AS ATTORNEY IN FACT*  
 Buyer/Borrower

LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.  
 Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

TREY INMAN & ASSOCIATES, P.C.  
 Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.



Main Menu	Application Menu	Modify Claim	Notes	Add Claim	Close Claim
-----------	------------------	--------------	-------	-----------	-------------

## Successfully added the following Title Claim:

Claim Number:	147602	Claim Date:	9/24/2009
Description:	Homeowner filed Insurance Commissioner complaint because they called us wanting to rescind the mortgage. No owner's policy. Will deny. Answering complaint.		
Claim Type:	Preliminary	Status:	Active
Jumbo:	N - Non-Jumbo	Field File:	N
Agent:	A10969 - INMAN,TREY & ASSOCIATES		
Claim State:	GA	County:	063 - CLAYTON
Loss Account Code:	A1A-Fraud	ALTA Code:	-
Supervisor Admin:	000139-Rob Baker	Direct Admin:	000072-Lisa Brown
Company Name:	ORNTIC		

Policies			
PolicyCode	Policy Number	PolicyDate	Liability Amount
B20	LTSF826289	02/12/2009	\$119,600.00

Names		
Name	Name Type	Primary Name
Suntrust Mortgage, Inc.	Insured	True
Favre, Glenn	Other	
6240 Lakeview Court	Other	
Rex, GA 30273	Other	
Office of Insurance	Other	

Maintain Agent Liability Data



America's Servicing Co.  
P.O. Box 9039  
Temecula, Ca 92589-9039



2221483131

July 05, 2009

863/106BKRUPT/GA



GLENN FAVRE  
110 S COLUMBIA DR UNIT 11  
DECATUR, GA 30030-5318



RE: America's Servicing Co. Loan Number 1218053741

Dear Borrower(s):

Our records show that your loan is in default. Our records further indicate that you have been discharged from personal liability for this mortgage loan as a result of a Chapter 7 or Chapter 13 bankruptcy proceeding or that America's Servicing Co. has obtained an order granting it relief from the automatic bankruptcy stay. However, you should be aware the mortgage remains as a valid lien against the property and will be foreclosed if amounts due thereunder are not made. Please be advised that in the event of foreclosure, you would not be personally liable for any part of the debt, but you will lose your interest in and rights to the property.

The past due payments on this loan are to be made by August 04, 2009, or it will become necessary for us to accelerate the Mortgage Note and pursue the remedies against the property as provided for in the Mortgage or Deed of Trust. The breakdown of the total past due amount on the account as of today's date is as follows:

Past Due Payments	\$	2,491.71
Late Charge Balance	\$	59.84
Other Fee Balance	\$	0.00
Suspense Balance	<u>\$</u>	<u>0.00</u>
	\$	2,551.55

Total due to cure the default and bring the loan current as of July 05, 2009 \$ 2,551.55

The failure to pay this amount, plus additional payments and fees that may become due, will result in the acceleration of the Mortgage Note. Once acceleration has occurred, America's Servicing Co. may initiate a foreclosure action, or any other remedy against the property as permitted under the terms of the Mortgage or Deed of Trust, except as prohibited by law.

You have the right to reinstate the Mortgage Note and Mortgage or Deed of Trust after acceleration. However, any future efforts or negotiations to reinstate the loan, including any payments of less than the full past due amount shall not constitute a waiver of the right of acceleration unless agreed to, in writing, by America's Servicing Co. and may be returned. Moreover, any forbearance by America's Servicing Co. in exercising any right or remedy against the property shall not be a waiver of or preclude the exercise of any right or remedy it may have against the property. If foreclosure is initiated, you will have the right to bring a court action to refute the existence of a default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

**Property Detail Report**

For Property Located At

**RealQuestProfessional™****6240 LAKEVIEW CT, REX GA 30273-5032****Owner Information:**

Owner Name: **FAVRE GLENN**  
 Mailing Address: **110 S COLUMBIA DR #11, DECATUR GA 30030-5318 C003**  
 Phone Number: Vesting Codes: **//**

**Location Information:**

Legal Description: **LOT 15**  
 County: **CLAYTON, GA**  
 Census Tract / Block: **404.11 / 5**  
 Township-Range-Sect:  
 Legal Book/Page:  
 Legal Lot: **15**  
 Legal Block:  
 Market Area:  
 Neighbor Code:

APN: **12-137D-00D-0010**  
 Alternate APN:  
 Subdivision: **ELLENWOOD VILLAGE**  
 Map Reference: **12-137D /**  
 Tract #:  
 School District: **1301230**  
 Munic/Township: **UNINC CNTY-FIRE**

**Owner Transfer Information:**

Recording/Sale Date: **/**  
 Sale Price:  
 Document #:

Deed Type:  
 1st Mtg Document #:

**Last Market Sale Information:**

Recording/Sale Date: **03/15/2004 / 02/12/2004**  
 Sale Price: **\$132,900**  
 Sale Type:  
 Document #: **7374-152**  
 Deed Type: **WARRANTY DEED**  
 Transfer Document #:  
 New Construction: **Y**  
 Title Company: **ATTORNEY ONLY**  
 Lender: **SUN AMERICA MTG CORP**  
 Seller Name: **LEGACY COMMUNITIES OF ELLENWOOD PAR**

1st Mtg Amount/Type: **\$119,600 / CONV**  
 1st Mtg Int. Rate/Type: **/**  
 1st Mtg Document #: **7374-155**  
 2nd Mtg Amount/Type: **/**  
 2nd Mtg Int. Rate/Type: **/**  
 Price Per SqFt: **\$86.35**  
 Multi/Split Sale:

**Prior Sale Information:**

Prior Rec/Sale Date: **/**  
 Prior Sale Price:  
 Prior Doc Number:  
 Prior Deed Type:

Prior Lender:  
 Prior 1st Mtg Amt/Type: **/**  
 Prior 1st Mtg Rate/Type: **/**

**Property Characteristics:**

Gross Area: **1,539**  
 Living Area: **1,539**  
 Tot Adj Area:  
 Above Grade:  
 Total Rooms: **6**  
 Bedrooms: **3**  
 Bath(F/H): **2 /**  
 Year Built / Eff: **2004 / 2004**  
 Fireplace: **Y / 1**  
 # of Stories:  
 Other Improvements:

Parking Type:  
 Garage Area:  
 Garage Capacity:  
 Parking Spaces:  
 Basement Area:  
 Finish Bsmnt Area:  
 Basement Type: **BASEMENT**  
 Roof Type:  
 Foundation:  
 Roof Material:

Construction: **STONE**  
 Heat Type:  
 Exterior wall:  
 Porch Type:  
 Patio Type:  
 Pool:  
 Air Cond: **BUILDING**  
 Style: **RANCH**  
 Quality: **AVERAGE**  
 Condition:

**Site Information:**

Zoning: **CPUD**  
 Flood Zone: **X**  
 Flood Panel: **1300410070C**  
 Flood Panel Date: **11/20/2000**  
 Land Use: **SFR**

Acres: **0.03**  
 Lot Area: **1,439**  
 Lot Width/Depth: **52 x**  
 Res/Comm Units: **1 /**

County Use:  
 State Use: **RESIDENTIAL (R)**  
 Site Influence:  
 Sewer Type: **SEPTIC TANK**  
 Water Type:

**Tax Information:**

Total Value: **\$131,772**  
 Land Value: **\$30,000**  
 Improvement Value: **\$101,772**  
 Total Taxable Value:

Assessed Year: **2008**  
 Improved %: **77%**  
 Tax Year: **2008**

Property Tax: **\$1,764.67**  
 Tax Area: **8**  
 Tax Exemption:

SUBJECT ADDRESS:  
 OWNER: GLENN R. FAVRE  
 6240 Lakeview Ct  
 Rex, GA 30273  
 APN: 12-137D-00D-0010  
 LOT 15  
 CLAYTON COUNTY, GA  
 404.11 / 5  
 FINANCING BY: FNF OLD  
 REPUBLIC

Violations  
 Responsibility &  
 Disclosure Act 2009 -  
 Injunctive Relief and  
 Enforcement Action by  
 Office of Commissioner  
 of Insurance, TIL,  
 Insury, Reg. 2, No.3  
 Day Right to Reclaim

CURRENT CONTACT INFO:  
 GLENN R. FAVRE  
 110 S. Columbia Dr. #11  
 Decatur, GA 30030  
 gfr@atlantafire.com  
 404-822-3031

FILED  
CLAYTON COUNTY, GA  
2004 MAR 15 AM 9:14  
LINDA J. MILLER  
CLERK SUPERIOR COURT

FILED  
CLAYTON COUNTY, GA  
2004 FEB 25 AM 10:06  
LINDA J. MILLER  
CLERK SUPERIOR COURT

**WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF FULTON

14426  
Paid 132,990  
Date 3/15/04  
Linda J. Miller  
Clerk, Superior Court

**This Indenture** made this 12th day of February, in the year Two Thousand Four, between LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C., of the County of CLAYTON, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and GLENN FAVRE, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 137 OF THE 12TH DISTRICT, CLAYTON COUNTY, GEORGIA, BEING LOT 15, ELLENWOOD VILLAGE, UNIT 1, AS PER PLAT RECORDED IN PLAT BOOK 34, PAGES 183-189, CLAYTON COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN AND MADE REFERENCE HERETO.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

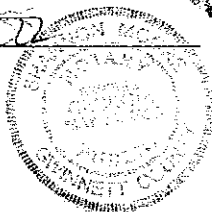
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.


**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness  


Notary Public  

 (Seal)  
LEGACY COMMUNITIES OF ELLENWOOD PARK, L.L.C.

(Seal)

(Seal)

BOOK 7374 PAGE 152

**PREPARED BY AND**

**RETURN TO:** Karen Fonda  
SHAPIRO & SWERTFEGER  
2872 Woodcock Boulevard  
Duke Building, Ste. 100  
Atlanta, Georgia 30341  
(770) 220-2535

PLEASE CROSS REFERENCE TO Deed Book 7374, Page 155

STATE OF Georgia  
COUNTY OF DeKalb

09-012346/Favre, Glenn  
Loan # 1218053741/106

**CORPORATE ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns, sells, conveys and delivers to **The Bank of New York Mellon, fka The Bank of New York as Successor in interest to JP Morgan Chase Bank NA as Trustee for Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust 2004-6, Mortgage Pass-Through Certificates, Series 2004-6**, whose address is **3476 Stateview Blvd., MAC# X7801-013, Fort Mill, South Carolina 29715** (hereinafter referred to as Assignee), a certain Deed to Secure Debt (hereinafter called Deed) dated **February 12, 2004**, between **Glenn Favre** (grantor) and **Mortgage Electronic Registration Systems, Inc.** (grantee), said Deed being recorded in Deed Book 7374, page 155, CLAYTON County Records; together with the Note and the debt evidenced thereby which said Deed was given to secure; and does hereby deed, grant, bargain, sell and convey to the said Assignee all of the property in the said Deed, together with all the rights, powers and privileges therein contained in as full, ample and complete manner as the undersigned is authorized to exercise the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized corporate officers as of **August 5, 2009**.

Signed and delivered  
in the presence of:

(1) [Signature]  
(Unofficial Witness)

(2) [Signature]  
Notary Public

My Commission Expires:

NOTARY SEAL



Mortgage Electronic Registration Systems, Inc.

By: [Signature]  
Philip A. Hasty, Vice President

Attest: [Signature]  
Kathy Krueger, Asst. Secretary

AP# FAYRE0030951479  
LN# 0030951479

Document Page 46 of 52

MIN:1000104-0030951479-0

**FIXED/ADJUSTABLE RATE NOTE**

(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps)

FAYRE

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 12, 2004  
[Date]Atlanta  
[City]Georgia  
[State]6240 LAKEVIEW COURT, REX, GA 30273  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 119,600.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is SunTrust Mortgage, Inc. d/b/a Sun America Mortgage Virginia Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.0000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on April 1, 2004

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at SunTrust Mortgage, Inc., P. O. Box 79041, Baltimore, MD 21279-0041 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$642.04. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of March, 2009, and the adjustable interest rate I will pay may change on that day every 12th month thereafter.

MULTISTATE FIXED/ADJUSTABLE RATE NOTE - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument

VMP-158N (0108)

Form 3528 8/01

VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 8

Initials: GFB/LIF



Certified to be a true copy of  
the original  
SunTrust Mortgage, Inc.  
[Signature]

Exhibit B

AP# FAVRE0030951479  
LN# 0030951479

Document Page 47 of 52

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

\_\_\_\_\_  
(Seal) *GLENN FAVRE RICHETTA A. FAVRE* (Seal)  
-Borrower GLENN FAVRE -Borrower  
*AS ATTORNEY IN FACT*

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

[Sign Original Only]

Without Recourse  
PAY TO THE ORDER OF

SunTrust Mortgage Inc., a/b/a  
Sun America Mortgage

By *Brenda Bernard*

Brenda Bernard  
Officer

6/16/2009

Amendment No. 3 to Schedule TO

(d)(6)

Junior Subordinated Indenture, dated October 25, 2006, between the Company and U.S. Bank National Association, as Trustee (filed as Exhibit 4.4.3 to the Company's Registration Statement on Form S-3 filed on September 5, 2006 (SEC File No. 333-137101) and incorporated herein by reference).

(d)(7)

Supplemental Indenture, dated October 25, 2006, between the Company and U.S. Bank National Association, as Trustee (filed as Exhibit 4.5 to the Company's Form 8-A filed on October 24, 2006 and incorporated herein by reference).

(d)(8)

Guarantee Agreement, between the Company, and U.S. Bank National Association, as Trustee, for the benefit of the Holders from time to time of the Trust Preferred Securities of SunTrust Preferred Capital I (filed as Exhibit 4.18 to the Company's Post-Effective Amendment No. 1 to Registration Statement on Form S-3 filed on October 18, 2006 (SEC File No. 333-137101) and incorporated herein by reference).

(d)(9)

Collateral Agreement between the Company, the Bank of New York Trust Company, N.A., and SunTrust Preferred Capital I (filed as Exhibit 99.1 to the Company's Form 8-A filed on October 24, 2006 and incorporated herein by reference).

6  
6240 Rex 6A  
Canaan CT.

10/16/09  
4/10

202-



**U.S. COURT OF APPEALS FOR THE ELEVENTH CIRCUIT**

**CERTIFICATE OF INTERESTED PERSONS  
AND CORPORATE DISCLOSURE STATEMENT**

GLENN R. FAVRE &  
DALE CAPELOUTO, Pro-se

SunTrust Banks Holdings, Inc  
Fidelity National Financial Group  
Goldman Sachs, Inc. et. at.

vs.

Appeal No. \_\_\_\_\_

11th Cir. R. 26.1 (see reverse) requires that a Certificate of Interested Persons and Corporate Disclosure Statement must be filed by the appellant with this court within 10 days after the date the appeal is docketed in this court, and must be included within the principal brief filed by any party, and included within any petition, answer, motion or response filed by any party. **You may use this form to fulfill this requirement.** In alphabetical order, with one name per line, please list the trial judge(s), and all attorneys, persons, associations of persons, firms, partnerships, or corporations that have an interest in the outcome of this case or appeal, including subsidiaries, conglomerates, affiliates and parent corporations, including any publicly held corporation that owns 10% or more of the party's stock, and other identifiable legal entities related to a party.

*(please type or print legibly):*

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09-9075

B104 (FORM 104) (08/07)

FILED

IN CLERK'S OFFICE  
U.S. BANKRUPTCY COURT  
SOUTHERN DISTRICT

**ADVERSARY PROCEEDING COVER SHEET**  
(Instructions on Reverse)

**ADVERSARY PROCEEDING NUMBER**  
(Court Use Only)

**PLAINTIFFS**

**Glenn R Favre**

**DEFENDANTS**

**OLD Republic National Title**  
**Weather Dillard**

**ATTORNEYS (Firm Name, Address, and Telephone No.)**

**ATTORNEYS (If Known)**

MIKE BOSEMAN  
2852 PIEDMONT ROAD  
ATLANTA, GEORGIA 30305  
4048419073

**PARTY (Check One Box Only)**

- ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin  
☐ Creditor ☐ Other  
☐ Trustee

**PARTY (Check One Box Only)**

- ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin  
☐ Creditor ☒ Other  
☐ Trustee

**CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION INCLUDING ALL U.S. STATUTES INVOLVED)**

How to FCA none disclosure, Violations TEA RASA  
none disclosure of product sold by SunTrust.  
Primary Residence is being foreclosed on Nov 3, 2009.

**NATURE OF SUIT**

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

**FRBP 7001(1) - Recovery of Money/Property**

- ☐ 11-Recovery of money/property - §542 turnover of property  
☐ 12-Recovery of money/property - §547 preference  
☐ 13-Recovery of money/property - §548 fraudulent transfer  
☒ 14-Recovery of money/property - other

**FRBP 7001(2) - Validity, Priority or Extent of Lien**

- ☐ 21-Validity, priority or extent of lien or other interest in property

**FRBP 7001(3) - Approval of Sale of Property**

- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

**FRBP 7001(4) - Objection/Revocation of Discharge**

- ☒ 41-Objection / revocation of discharge - §727(c),(d),(e)

**FRBP 7001(5) - Revocation of Confirmation**

- ☐ 51-Revocation of confirmation

**FRBP 7001(6) - Dischargeability**

- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims  
☒ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud  
☒ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  
(continued next column).

**FRBP 7001(6) - Dischargeability (continued)**

- ☐ 61-Dischargeability - §523(a)(5), domestic support  
☒ 68-Dischargeability - §523(a)(6), willful and malicious injury  
☐ 63-Dischargeability - §523(a)(8), student loan  
☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)  
☐ 65-Dischargeability - other

**FRBP 7001(7) - Injunctive Relief**

- ☒ 71-Injunctive relief - imposition of stay  
☐ 72-Injunctive relief - other

**FRBP 7001(8) Subordination of Claim or Interest**

- ☐ 81-Subordination of claim or interest

**FRBP 7001(9) Declaratory Judgment**

- ☒ 91-Declaratory judgment

**FRBP 7001(10) Determination of Removed Action**

- ☐ 01-Determination of removed claim or cause

**Other**

- ☐ SS-SIPA Case - 15 U.S.C. §§78aa et seq.  
☒ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☒ Check if this case involves a substantive issue of state law

☐ Check if a jury trial is demanded in complaint

☐ Check if this is asserted to be a class action under FRCP 23

**Demand**

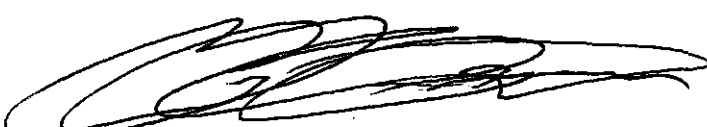
**CONSEQUENTIAL DAMAGES**

**Other Relief Sought**

**RESTITUTION BE PAID TO PLAINTIFF AT THE MAXIMUM ALLOWED BY THIS COURT**

Filed in U.S. Bankruptcy Court  
Atlanta, Georgia  
OCT 16 2009  
By: M. Regina Thomas, Clerk  
Deputy Clerk

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE NO.		THIS ADVERSARY PROCEEDING ARISES	
NAME OF DEBTOR	IN	SERI	BANKRUPTCY CASE NO.
GLENN FAVRE 110 S COLUMBIA DR 11 DECATUR GA 30030			08-CA-85264-MHM
DISTRICT IN WHICH CASE IS PENDING		DIVISION OFFICE	NAME OF JUDGE
NORTHERN		ATLANAT	Margaret Murphy
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT		ADVERSARY PROCEEDING NO.
Glenn Favre	Old Republic National		
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)			
			
DATE		PRINT NAME OF ATTORNEY (OR PLAINTIFF)	
October 15, 2009		GLENN FAVRE	

#### INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

**09-9075**

**Judge**

MM

**NEW ADVERSARY CHECKLIST**

- ( ☒ ) Complete Filing  
( ☐ ) Incomplete Filing

Check-mark the following documents that are missing:

- ( ☐ ) Summons  
( ☐ ) Adversary Cover Sheet  
( ☐ ) Complaint

Customer was given:

- ☐ Letter Attached
- ☐ Summons ☐ Adversary Cover Sheet  
At Intake Counter Date \_\_\_\_\_
- ☐ Summons ☐ Adversary Cover Sheet  
Sent via US mail Date \_\_\_\_\_

**FEE**

PAID \_\_\_\_\_

DEFERRED \_\_\_\_\_

NOT REQUIRED ☒ \_\_\_\_\_